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U.S. DISTRICT COURT
N.D. OF ALABAMA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

LUXOTTICA GROUP S.p.A., an Italian Corporation, Plaintiffs, v. PAUL MOBLEY COX, an individual; STOP-N-GO, an unknown business entity; DAVID SHIRLEY, an individual; SHELL STOP & GO, an unknown business entity; KHALED SALEH, an individual; and DOES 1-10, inclusive,	**Case No. 2:15-cv-02326-RDP**

Plaintiff Luxottica Group S.p.A. ("Luxottica" or "Plaintiff") having filed a Complaint in this action charging **Defendant Stop-N-Go** ("Defendant") with Trademark Infringement, False Designations of Origin, Unfair Competition, Trademark Dilution, and related state law claims arising from the alleged illegal importation, distribution, offering for sale, and/or sale of products bearing counterfeit reproductions of the Ray-Ban Marks ("Accused Products").

WHEREAS, Luxottica and Defendant, desiring to fully settle all of the claims between them; and

WHEREAS, the parties herein have simultaneously entered into a confidential Settlement Agreement and Mutual Release,

WHEREAS Defendant has agreed to the below terms of a permanent injunction:

1. Luxottica is the owner of various Ray-Ban trademarks (collectively, the "Ray-Ban Marks"), including but not limited the following United States Trademark Registrations:

Trademark	Registration No.	Good And Services
Ray-Ban	650,499	sunglasses, shooting glasses, and ophthalmic lenses, in class 26.
	1,093,658	ophthalmic products and accessories – namely, sunglasses; eyeglasses; spectacles; lenses and frames for sunglasses, eyeglasses, spectacles and goggles; and cases and other protective covers for sunglasses, eyeglasses, spectacles in class 9.
	1,726,955	bags; namely, tote, duffle and all-purpose sports bags, in class 18. cloths for cleaning ophthalmic products, in class 21. clothing and headgear; namely, hats, in class 25.
RAY-BAN	1,080,886	ophthalmic products and accessories – namely, sunglasses; eyeglasses; spectacles; lenses and frames for sunglasses, eyeglasses, spectacles – in class 9.
	1,490,305	clothing, namely, t-shirts, in class 25.
	2,718,485	goods made of leather and imitation leather, namely, wallets, card cases for business cards, calling cards, name cards and credit cards in class 18. clothing for men and women, namely, polo shirts; headgear, namely, berets and caps.
Ray-Ban	1,320,460	sunglasses and carrying cases there for, in class 9.
Ray-Ban	3,522,603	sunglasses, eyeglasses, lenses for eyeglasses, eyeglasses frames, cases for eyeglasses, in class 9.

2. Defendant shall immediately and permanently cease the manufacture,

purchase, production, distribution, circulation, sale, offering for sale, importation, exportation, advertising, promotion, display, shipment, marketing or incorporation in advertising or marketing products bearing the Ray-Ban Marks and/or marks identical, substantially indistinguishable, and/or confusingly similar thereto;

3. Defendant shall not deliver, hold for sale, return, transfer or otherwise move, store or dispose in any manner products bearing the Ray-Ban Marks, or marks identical, substantially indistinguishable, and/or confusingly similar thereto;

4. Defendant shall not knowingly assist, aid or attempt to assist or aid any other person or entity in performing any of the prohibited activities referred to in Paragraphs 2 and 3 above.

WHEREAS the parties further stipulate to the following:

5. This Court has jurisdiction over the parties herein and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

6. The execution of this stipulation shall serve to bind and obligate the parties hereto. However, dismissal with prejudice of Defendant shall not have preclusive effect on any other parties, actual or potential, who are not specifically released herein or in the parties' confidential settlement agreement, all claims against whom Plaintiff expressly reserves. For the avoidance of doubt, dismissal of Defendant shall have no affect on Plaintiff's remaining claims against Defendants Paul Mobley Cox, David Shirley, Shell Stop & Go, and/or Khaled Saleh.

7. Plaintiff and Defendant shall bear their own costs and attorneys' fees associated with this action.

8. The jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the construction or modification of this Stipulation/Order as well as the parties' confidential settlement agreement in connection with this action.

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9. Except as otherwise provided herein, Luxottica's claims against Defendant Stop-N-Go are fully resolved and Defendant Stop-N-Go is dismissed with prejudice.

Dated: May 10 , 2017

Respectfully Submitted,

/s/ Jessica C. Covington

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Dated: 5-4-17, 2017

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